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invasion of the easement. *Held*, that recovery will be allowed. *Drucker v. Manhattan Ry. Co.*, 213 N. Y. 543.

The plaintiff is clearly entitled to damages accruing before the conveyance, and in somewhat over half the American jurisdictions, where the whole cause of action accrues at once upon the erection of a permanent structure, this would dispose of the case. *Powers v. St. Louis, I. M. & S. Ry. Co.*, 158 Mo. 87, 57 S. W. 1090; *Kankakee & Seneca R. Co. v. Horan*, 131 Ill. 288, 23 N. E. 621. *Contra, Hoffman v. Flint & P. M. R. Co.*, 114 Mich. 316, 72 N. W. 167. See 2 LEWIS, EMINENT DOMAIN, §§ 937, 944. In New York, however, a difficulty arises as to subsequent damages, for that jurisdiction regards the injury as continuing and awards complete damages only in lieu of a permanent injunction. *Galway v. Metropolitan Elevated Ry. Co.*, 128 N. Y. 132, 28 N. E. 479; *Pond v. Metropolitan Elevated Ry. Co.*, 112 N. Y. 186, 19 N. E. 487. It is clear that the easements themselves could not exist apart from the dominant tenement, and hence could not effectively be reserved at law. *Shepard v. Manhattan Ry. Co.*, 169 N. Y. 160, 62 N. E. 151; *Pegram v. New York Elevated R. Co.*, 147 N. Y. 135, 41 N. E. 424. But the intent of the reservation was fulfilled by construing it as a covenant by the grantee to hold his claims for damages in trust for the grantor as they accrued. Regarded merely as a covenant, it would be anomalous for it to run with the land, for with a few recognized exceptions the burden of affirmative covenants does not run even in equity. *Müller v. Clary*, 210 N. Y. 127, 103 N. E. 1114; *Reid v. McCrum*, 91 N. Y. 412. See *Kidder v. Port Henry, etc. Co.*, 201 N. Y. 445, 94 N. E. 1070. But *cf. Monroe v. Syracuse, L. S. & N. R. R. Co.*, 200 N. Y. 224, 93 N. E. 516. But since the deed showed that the beneficial interest in the easements was not intended to pass, it would be against conscience for the grantee with notice to retain what in substance belonged to the original grantor. Accordingly, equity held him as constructive trustee. See 20 HARV. L. REV. 496. The sub-grantee's position in fact closely resembles that of a conduit of title man, upon whom a trust is imposed if he refuses to convey. *Ryan v. Ford*, 151 Mo. App. 689, 132 S. W. 610. The principal case is in accord with an earlier New York decision which allowed recovery from a sub-grantee after he had received damages from the railroad. *Western Union Telegraph Co. v. Shepard*, 169 N. Y. 170, 62 N. E. 154. See also *Pegram v. New York Elevated R. Co.*, 147 N. Y. 135, 147, 41 N. E. 424, 429; *Schomacker v. Michaels*, 189 N. Y. 61, 81 N. E. 555.

CORPORATIONS — CITIZENSHIP AND DOMICILE OF CORPORATION — ENEMY CHARACTER: DOMESTIC CORPORATION COMPOSED OF ALIEN ENEMIES. — All but two of the twenty-five thousand shares of stock of a corporation incorporated in England were held by Germans. The corporation now brings suit against the defendants in an English court. *Held*, that it is entitled to maintain the action. *Continental Tyre & Rubber Co., Ltd. v. Daunler Co., Ltd.*, 138 L. T. J. 272 (C. A.).

The court refused to disregard the corporate fiction and held that the enemy character of the shareholders did not alter the character of the corporation. The decision is undoubtedly correct. It shows a proper respect for the separate corporate existence and at the same time involves no danger of aiding the enemy, for it expressly forbids remitting any of the proceeds of the suit to the enemy shareholders. For a discussion of the principles involved, see 15 HARV. L. REV. 60, 236; 28 *id.* 335.

CRIMINAL LAW — STATUTORY OFFENCES — WHITE SLAVE TRAFFIC ACT: LIABILITY OF THE WOMAN FOR CONSPIRACY. — The defendant, a woman, was indicted for conspiring to have herself transported in interstate commerce for purposes of prostitution, in violation of the White Slave Traffic Act. 4 U. S. COMP. STAT., 1913, § 8813. *Held*, that the indictment is valid. *Dictum*, that